

Exhibit A

PERFORMANCE BOND

Sample performance bond. Actual format to be provided by Entity.

KNOW ALL PERSONS BY THESE PRESENTS, that we:

(Contractor), hereinafter called the ESCO, and

(Surety), a corporation licensed to do business as a surety under the laws of the State of Montana, hereinafter called Surety, are held and firmly bound unto the State of Montana in the full and just sum of:

to be paid to **Entity** or its assigns, to which payment we bind ourselves, heirs, executors, administrators, successors and assigns, jointly, severally, firmly by this bond.

WHEREAS, the ESCO has entered into a contract with **Entity**, dated _____ and whereas it is one of the conditions of the award of the contract pursuant to statutes that this bond be executed for the Project entitled:

[numbers in alpha] DOLLARS (_____)
[PROJECT NAME]
[ENTITY NAME]
[ENTITY PROJECT #]

NOW, THEREFORE, the conditions of this obligation are such that if the above ESCO as Contractor shall promptly and faithfully perform all of the provisions of the contract, and all obligations thereunder including the specifications, and any alterations provided for, and shall in a manner satisfactory to the **Entity**, complete the work contracted for including any alterations, and shall save harmless the **Entity** from any expense incurred through the failure of the ESCO to complete the work as specified, then this obligation shall be void; otherwise it shall remain in full force and effect.

The surety hereby waives notice of any extension of time and any alterations made in the terms of the contract, unless the cumulative cost of such alterations cause the total project cost to exceed the original contract sum by more than 10%.

FOR **ENTITY** USE ONLY:

Surety is licensed in MT: ☐ Yes ☐ No

Date verified: _____

Verified by: _____

Entity Information

Contractor: _____
(signature)

(print name)

(date)

Surety: _____
(print name)

(date)

By: _____
(Attorney-in-Fact, seal & signature)

(Entity)

(Street Address)

(Address)

(Phone/Fax)

Exhibit B

LABOR & MATERIAL PAYMENT BOND

Sample labor and material payment bond. Actual format to be provided by Entity.

KNOW ALL PERSONS BY THESE PRESENTS, that we:

(Contractor), hereinafter called the ESCO, and

(Surety), a corporation licensed to do business as a surety under the laws of the State of Montana, hereinafter called Surety, are held and firmly bound unto the State of Montana in the full and just sum of:

[numbers in alpha] DOLLARS (_____)

to be paid to **Entity** or its assigns, to which payment we bind ourselves, heirs, executors, administrators, successors and assigns, jointly, severally, firmly by this bond.

WHEREAS, the ESCO has entered into a contract with Entity dated _____ and whereas it is one of the conditions of the award of the contract pursuant to statutes that this bond be executed for the Project entitled:

**[PROJECT NAME]
[ENTITY NAME]
[ENTITY PROJECT #]**

NOW, THEREFORE, the conditions of this obligation are such that if the above ESCO as Contractor shall duly and promptly pay all laborers, mechanics, subcontractors and material men who perform work or furnish material under the contract and all persons who shall supply him or the subcontractor with materials, services, bonds and insurance for the carrying on of the work, then this obligation shall be void; otherwise it shall remain in full force and effect and shall save harmless **Entity** from any expense incurred through the failure of the Contractor to comply.

The surety hereby waives notice of any extension of time and any alterations made in the terms of the contract, unless the cumulative cost of such alterations cause the total project cost to exceed the original contract sum by more than 10%.

FOR STATE USE ONLY:

Surety is licensed in MT: ☐ Yes ☐ No

Date verified: _____

Verified by: _____

Entity Information

Contractor: _____
(signature)

(print name)

(date)

Surety: _____
(print name)

(date)

By: _____
(Attorney-in-Fact, seal & signature)

(Entity)

(Street Address)

(Address)

(Phone/Fax)

Exhibit C

– Certificate of Acceptance – Investment Grade Audit Report

Date of COA Notice: _____

Contract Project Name: _____

Contract Number (if applicable): _____

Facility Location: _____

The Certificate of Acceptance (COA) for the Investment Grade Audit (IGA) defines the end of the IGA contract period. The **entity** hereby confirms the review and acceptance of the final IGA report.

Accepted by:

Name: _____

Title: _____

Signature: _____

Date: _____

Ec: ESP contact lead
EPC Program Manager: David LeMieux, dlemieux2@mt.gov PH: 406-444-6574

Exhibit D

– Certificate of Acceptance –

Implementation of Installed Equipment

“Implementation Certificate of Acceptance COA”

Date of COA Notice: _____

Contract Project Name: _____

Contract Number (if applicable): _____

Facility Location: _____

The Certificate of Acceptance (COA for the installed equipment (termed the “Implementation COA”) defines the start of the guarantee period. The **entity** hereby confirms the inspection and acceptance of the installation and operation of all project components. The entity also confirms receipt of all documentation including systems/operation and maintenance manual and commissioning report as specified in contract.

Accepted by:

Name: _____

Title: _____

Signature: _____

Date: _____

Ec: ESP contact lead
EPC Program Manager: David LeMieux, dlemieux2@mt.gov PH: 406-444-6574

Exhibit E

Equipment Warranties

Provide a full description or schedule of equipment warranties. Include manufacturer warranty dates and periods as well as ESCO warranty dates and periods, if they differ.

If the ESCO warranty starts prior to the commencement of energy savings, provide the client of warranty start criteria (i.e. – “beneficial use”), and warranty duration by cost-savings measure or equipment.

Extended warranties may be available; if so, indicate if such warranties are for labor and material, or material only. Include detailed warranty instructions if an extended warranty will transfer the warranty relationship from the ESCO to the client. Provide manufacturer contact information, return addresses and instructions.

Warranty commencement, whether by cost-savings measure or for the project as a whole, must be initiated with a letter to the client detailing all of the above information.

If completed cost-savings measures are accepted in incremental phases (such as by buildings or facilities) prior to final acceptance for all of the cost-savings measures under the Guaranteed Energy Services contractual agreement, then the project schedule for equipment, workmanship/installation, and product warranty considerations should clearly identify when the ESCO’s warranty period starts and ends for completed cost-savings measures in each impacted building or facility. The project schedule should also clearly identify when the ESCO performance guarantee period for all of the completed and accepted cost-savings measures starts (which should typically be from the date of final acceptance for all of the completed cost-savings measures) and ends, as well as incorporate provisional language on what happens if the final acceptance date for all completed cost-savings measures is processed earlier or later than anticipated.